

Subscription License Agreement Inventive Designers



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READ CAREFULLY: BY PURCHASING A SUBSCRIPTION, YOU AS THE "SUBSCRIBER" AGREE TO THE TERMS OF THIS SUBSCRIPTION AGREEMENT (THE "AGREEMENT") WITH INVENTIVE DESIGNERS NV ("ID"). THIS AGREEMENT SETS FORTH THE TERMS OF SUBSCRIBER'S SUBSCRIPTION AND USE OF SOFTWARE PROVIDED BY ID. IF SUBSCRIBER DOES NOT AGREE WITH ALL OF THESE TERMS, SUBSCRIBER WILL NOT BE ABLE TO PURCHASE A SUBSCRIPTION.

1. Definitions

- 1.1. INVENTIVE DESIGNERS N.V. or their representative will be referred to hereafter as "ID" unless otherwise stipulated in this agreement.
- 1.2. "Subscriber" shall mean the undersigning or accepting party, which is also specified on the Purchase Order.
- 1.3. "Licensed Software" shall mean the ID Program Product, as specified on the Purchase Order and mentioned during the installation process. No customization can be considered as part of Licensed Software.
- 1.4. "Software License Key" shall mean all electronic information needed to activate the Licensed Software. This Software License Key will be delivered in electronic format and may be periodically and automatically updated during a connection with ID's Software License Key server system.
- 1.5. "Subscription" means access to the Licensed Software, Software Maintenance and Software Support, at the level that is mentioned on the Purchase Order (or any subsequent Purchase Order), for a defined period that is mentioned on the Purchase Order and includes the Initial Subscription Term and each Renewal Subscription Term, collectively.
- 1.6. "Subscription Fee" is a periodical, nonrefundable fee, paid by Subscriber to ID for the amount specified on the Purchase Order.
- 1.7. "Initial term"
This Agreement shall be effective as of the date of a mutual signed Subscription License Agreement or when the Subscriber clicks the "I accept" button (for Licensed Software), whichever date comes first (the "Effective Date"). The "Initial Term" is the fixed initial term for the subscription of the Licensed Software specified on the Purchase Order. Upon the expiration of the Initial Term, this Agreement will automatically renew for successive twelve (12) months ("Renewal Term").

- 1.8. “Warranty period” shall mean the period of ninety (90) days from the Effective Date during which ID warrants that the Licensed Software will perform substantially in accordance with the accompanying Software Documentation and be free from material errors in logic.
- 1.9. “Purchase Order” shall mean a separate order, in physical or electronic format, as drawn up by ID and signed by Subscriber and according ID’s General Conditions of Sale.
- 1.10. “General Conditions of Sale” describes the general conditions to which all sales and subscriptions are subject to. Deviations to these general conditions are only possible with ID’s written approval. The latest version of the General Conditions of Sale is at Subscriber’s disposal on <http://www.inventivedesigners.com>. Only the latest version of these General Conditions of Sale will apply.
- 1.11. “Update” means an update or improvement of existing functionality of the Licensed Software.
- 1.12. “Software Documentation” shall mean all user manuals, and their accessory maintenance modifications, as originally supplied or made accessible via the internet by ID in the English language, in printed, soft-copy or electronic format and in connection with the Licensed Software supplied.
- 1.13. “Software Defect” or “Bug” occurs when the Licensed Software does not behave conform the accompanying and enclosed Software Documentation.
- 1.14. “Software Maintenance” shall mean that using electronic support, problem determination, problem logging, and problem resolution ID will maintain, when technically feasible, the software components in such a state that the Licensed Software behaves conform the specifications as described in the Software Documentation. Therefore and if necessary ID may provide Updates or New Versions to correct any Software Defect or Bug.
- 1.15. “Software Support” means the technical support in problem determination, problem logging and problem resolution as far as technically feasible and in answer to product and/or functionality questions for Licensed Software.
- 1.16. “User(s)” shall mean Subscriber’s employees, consultants, contractors or agents authorized to use the Licensed Software in accordance with this Agreement and for which an incremental cost may be incurred in a Subscription.
- 1.17. “Version” means an upgrade of the Licensed Software containing new functionality and a general update.
- 1.18. “Business Hours” are:
 - 1.18.1. For the USA, Canada and South America business hours are from Monday till Friday (excluding holidays), from 09:00 a.m. to 05:00 p.m. (Central Time).
 - 1.18.2. Outside USA, Canada and South America business hours are from Monday till Friday (excluding holidays), from 09:00 a.m. to 05:00 p.m. (Central European Time).

2. Subscription

- 2.1. Subject to payment of each subscription fee as specified on the Purchase Order, the Subscriber subscribes to a non-transferable and non-exclusive license to use the Licensed Software in accordance with the terms and conditions of this Agreement for the duration of this Agreement.
- 2.2. ID will provide Subscriber with the Licensed Software in accordance with the terms and conditions of this Agreement. The use of the Licensed Software may be controlled by usage statistics. The use of the Licensed Software is limited to what is specified on the Purchase Order. The Subscriber may not under any circumstances exceed agreed annual volume, performance, number of Users, usage credits or any other parameter that has been agreed to without acquiring additional licenses or Users.
- 2.3. The Licensed Software will be deemed accepted upon ID's provision of the license key or any other means that enables Subscriber to use or access the Licensed Software.

3. Copyright

- 3.1. The Licensed Software is exclusive of their representatives copyrighted to ID or its respectful owner in which case the copyrighted details may be found in Software Documentation. Subscriber may not copy, in whole or part, nor reproduce it in any manner without the express, written prior permission of ID exclusive of their representatives. Subscriber may copy Licensed Software for backup purposes only. Subscriber may not remove any copyright or other proprietary notices contained in the Licensed Software.

4. Term/Uses

- 4.1. ID hereby grants to the Subscriber, and Subscriber hereby accepts from ID a nontransferable, nonexclusive Subscription License to the Licensed Software.
- 4.2. Subscriber agrees to utilize the Licensed Software for Subscriber's business purposes only and Subscriber agrees not to disseminate the Licensed Software, in any form, to any person or entity.
- 4.3. Subscriber may not translate, modify, adapt, decompile, disassemble, reverse engineer, copy, modify, distribute, loan, subscribe, hire out, lease, sublicense or transfer the Licensed Software to any third party, except that Subscriber may make a back-up or archival copy of the Licensed Software provided not more than one copy of the Licensed Software may be used at a time. In no event will Subscriber deactivate the related Software License Keys for the Licensed Software.
- 4.4. Any breach of this License by the Subscriber shall subject the Subscriber to liability for damages sustained by ID for said breach, including reasonable attorney's Fees and costs which are usually recoverable as a consequence of that breach or of contract enforcement to the Subscriber.
- 4.5. The Subscriber agrees to maintain full, clear and accurate records as to all use of the Licensed Software. ID shall have the right, no more than once during any calendar year, to have an

independent certified public accountant or other disinterested third party to inspect the relevant records of Subscriber and the physical and virtual installation(s) of the Licensed Software on two (2) business days' notice and during regular business hours to verify the agreed extent of use and payments required to be made hereunder.

5. Confidentiality

5.1. Confidentiality

Subscriber acknowledges that the Licensed Software incorporates confidential and proprietary information developed or acquired by or licensed to ID. Subscriber will take all reasonable precautions necessary to safeguard the confidentiality of the Licensed Software, including (i) those taken by Subscriber to protect Subscriber's own confidential information and (ii) those which ID or its authorized representative may reasonably request from time to time. Subscriber will not allow the removal or defacement of any confidentiality or proprietary notice placed on the Licensed Software. The placement of copyright notices on these items will not constitute publication or otherwise impair their confidential nature.

5.2. Disclosure

Subscriber will not disclose, in whole or in part, any item of the Licensed Software bearing a confidentiality notice to any individual, entity, or other person, except to those of Subscriber's employees or consultants who (i) require access for Subscriber's authorized use of the Licensed Software and (ii) agree to comply with the use and nondisclosure restrictions applicable to the Licensed Software under this Agreement. Subscriber acknowledges that any unauthorized use or disclosure of the Licensed Software may cause irreparable damage to ID, its Subscribers and its licensors. If an unauthorized use or disclosure occurs, Subscriber will immediately notify ID and take, at Subscriber's expense, all reasonable steps which may be available to recover the Licensed Software and to prevent their subsequent unauthorized use or dissemination.

5.3. Limitation

Subscriber will have no confidentiality obligation with respect to any portion of the Licensed Software that (i) Subscriber independently developed before receiving the Licensed Software under this Agreement, (ii) Subscriber lawfully obtained from a third party under no confidentiality obligation, or (iii) became available to the public other than as a result of any act or omission by Subscriber or any of Subscriber's employees or consultants.

6. Warranty & Liability

6.1. The Licensed Software, Maintenance and Support are provided by ID on an "AS IS" basis.

6.2. Limited warranty

"ID" warrants that the Licensed Software will perform substantially in accordance with the accompanying and enclosed electronic documentation and be free from material errors in logic during the Warranty Period.

6.3. Subscriber remedies

ID's entire liability and Subscriber's exclusive remedy, during the Warranty Period, shall be to repair, as it is technically feasible, the Licensed Software that does not meet ID's Limited warranty. This Limited warranty is void if (i) the Licensed Software is modified by the Subscriber; or (ii) the media carrying the Licensed Software is subject to accident, abuse or improper use; or (iii) the Subscriber violates the terms of this Agreement; or (iv) the Licensed Software is used on or in conjunction with hardware or software, including other versions and configurations, not recommended by ID.

6.4. No other warranties, either expressed or implied, with respect to Licensed Software apply.

6.5. Under no circumstances will ID be liable for any consequential, indirect, special, punitive or incidental damages or lost profits, whether foreseeable or unforeseeable, based on Subscriber's claims or those of its Subscribers (including, but not limited to, claims for loss of data, goodwill, use of money or use of the products, interruption in use or availability of data, stoppage of other work or impairment of other assets), arising out of breach or failure of express or implied warranty, breach of contract, misrepresentation, negligence, strict liability in tort or otherwise. In no event will the aggregate liability which ID may incur in any action or proceeding exceed the total fees paid by Subscriber for one year for the use of the Licensed Software that directly caused the damage.

6.6. ID warrants that to the best of its knowledge the Licensed Software does not infringe or violate any patents, copyright, trademark or other rights of a third party.

7. Termination

7.1. This Agreement and the Subscription to license hereunder are valid for the Initial Term. Unless either party gives notice by registered letter of termination not later than sixty (60) days prior to the expiry of the Initial Term, this Agreement and subscription hereunder is prolonged in periods of twelve (12) months (Renewal Terms), until terminated by registered letter of either party not less than sixty (60) days prior to the expiry of a Renewal Term.

7.2. ID may terminate this Subscription License Agreement immediately and without judicial or administrative resolution, if Subscriber or any of Subscriber's employees or consultants fail to make payment or breach any term or condition hereof.

7.3. Upon termination or expiration of this Agreement, irrespective of reason, (i) ID will no longer be obligated to provide access to the Licensed Software, Software Maintenance and Support; and (ii) the Subscriber shall erase all copies of the Licensed Software and destroy the Software Documentation and other related materials and return all Software License Keys to ID and in connection thereto give a written warranty to ID that the Subscriber does not have any copies thereof left. It is Subscriber's obligation to make a payment of any outstanding, unpaid fees and to keep Confidential Information confidential.

8. Fees

- 8.1. Subscriber's use of the Subscription will be subject to a monthly, quarterly or annual subscription fee in accordance with the fee schedule on the Purchase Order.
- 8.2. ID reserves the right to change the payment terms and Fees Schedule upon thirty (30) days prior email notice to Subscriber (provided that such changes will not go into effect for Subscriber until the end of Subscriber's then current Subscription Term). At the end of Subscriber's Subscription Term, such Subscription will automatically renew at ID's then current prices unless Subscriber terminates Subscription as further described in Section 7 above.
- 8.3. Subscriber will pay all taxes, including sales, use, personal property, value-added, excise, customs fees, import duties, stamp duties and any other similar taxes and duties, including penalties and interest, imposed by any government entity on the transactions contemplated by this Agreement.
- 8.4. If for any reason the Subscriber does not fulfill its payment obligations, ID will notify Subscriber in writing and Subscriber access to the Licensed Software may be disabled until payment is received. Subscriber agrees to pay reasonable attorneys' fees and court costs incurred by ID to collect any unpaid amounts owed by Subscriber. Amounts paid for the Licensed Software are not refundable.
- 8.5. Until Subscriber's Subscription to the Licensed Software is terminated, Subscriber acknowledges and understands that ID will continue to charge Subscriber for the Licensed Software regardless of whether the Licensed Software is used or not.

9. Software Maintenance and Support

- 9.1. Software Maintenance and Software Support of Standard Level is included in the Subscription Fee and starts after the expiration of Warranty Period.

Higher levels of Software Support are available and implicate a higher Subscription Fee.

Support Level	Description
Standard	<ul style="list-style-type: none"> ● Customer Web Access ● Electronic reporting for all severities ● SLA <ul style="list-style-type: none"> ● Maximum response time in business hours: Best effort ● Problem Resolution Window: Business hours
Premium	<ul style="list-style-type: none"> ● Customer Web Access ● Telephone reporting for Severity 1 and 2 ● Electronic reporting for Severity 3 and 4 ● SLA <ul style="list-style-type: none"> ● Maximum response time in business hours: <ul style="list-style-type: none"> ▪ Severity Level 1: 4 hours ▪ Severity Level 2, 3 and 4: Best effort ● Problem Resolution Window: Business hours ● Certified Contact required at Customer Site
Select	<ul style="list-style-type: none"> ● Customer Web Access ● Telephone reporting for Severity 1 and 2 ● Electronic reporting for all Severity 3 and 4 ● SLA <ul style="list-style-type: none"> ● Maximum response time in business hours: <ul style="list-style-type: none"> ▪ Severity Level 1: 2 hours ▪ Severity Level 2, 3 and 4: Best effort ● Problem Resolution Window: <ul style="list-style-type: none"> ▪ Severity Level 1: 24 x 7 ▪ Severity Level 2, 3 and 4: Business hours ● Certified Contact required at Customer Site

Escalation levels	
Firstline	All support requests enter ID's support system at this initial level. If the support employee cannot resolve the issue, it is escalated to Backline, or directly to a higher level, wherever appropriate
Backline	The technicians at this level are more experienced with the ID products and the entire scope of applications with which ID's products connect. If they cannot resolve the issue, it will be escalated to Development
Development	The engineers at this level are part of ID's Development team. This group performs product fixes, but does not have direct contact with ID's customers. The ownership stays with the Backline Support Technician

Severity	
Severity 1	Your PRODUCTION use of the supported programs is stopped or so severely impacted that you cannot reasonably continue work. You experience a complete loss of service. The operation is mission critical to the business and the situation is an emergency. Performance issues are not Severity 1 incidents.
Severity 2	You experience a severe loss of service. Important features are unavailable with no acceptable workaround; however, operations can continue in a restricted fashion.
Severity 3	You experience a minor loss of service. The impact is an inconvenience, which may require a workaround to restore functionality.
Severity 4	You request information, an enhancement, or documentation clarification regarding your software but there is no impact on the operation of the software. You experience no loss of service. The result does not impede the operation of a system.

- 9.2. For Licensed Software and as far as technically feasible, ID can provide the Subscriber with Updates and New Versions when such are released from time to time for general distribution. Subscriber is not entitled to access components that are offered as add-ons or options in an Update or New Version and that were never licensed to the Subscriber before. Updates will be announced by mail and/or on ID's website. The Subscriber is responsible for correct downloading and installing the Updates and New Versions according to the associated Software Documentation. The Subscriber can install the updates at his own convenience. Older releases of the Licensed Software will be supported during 5 years after the official release date or 6 months after termination notification. The list of releases and supported versions will be published on ID's website.
- 9.3. A customization of the Licensed Software may not be compatible with Updates and New Versions. If this Agreement includes support and maintenance of custom code, as indicated on the Purchase Order, ID shall, at the Subscriber's request, on a time and material basis, make custom code compatible with Updates and New Versions.
- 9.4. Each Issue Reporter must have English language communication skills and the relevant technical knowledge necessary to assist ID in performing Licensed Software Support contemplated under this Agreement.
- 9.5. A Support Service Ticket is defined as a single discrete question, problem or bug (that cannot be divided into subordinate problems) as recorded in a single Support Service Ticket in Inventive Designers' Support Center. If a problem includes subordinate problems, then the ticket will be split up into separate Support Service Tickets. Subscriber can request support by submitting a Support Service Ticket through the Inventive Designers Support Center using <https://support.inventivedesigners.com/> where all Support Service Tickets will be documented and tracked. A user id (login) is needed before a request can be submitted by the Subscriber. In the Support Center Subscriber will have access to the Knowledge Base. This Knowledge Base contains a selection of Frequently Asked Questions. Subscriber shall have access to the Community Forum.
- 9.6. Once Subscriber has submitted a Support Service Ticket in the Support Center, Subscriber will receive a confirmation that the Support Service Ticket has been received by Inventive Designers.
- 9.7. Inventive Designers will use commercially reasonable efforts to provide answers and resolve Subscriber's requests for Support Services within Inventive Designers' standard response times associated with the Support Service Plan selected by Subscriber. However, no software is perfect or

error free and Inventive Designers may not be able to provide answers to or resolve some or all requests. Therefore Inventive Designers makes no promises, guarantees, or assurances of any kind.

- 9.8. ID will not be liable for not meeting target action times provided ID, using reasonable efforts, continues to strive to resolve the Software Support request(s).

10. Exclusion of Support

- 10.1. ID has no obligation to provide Software Support for problems caused by any of the following: (a) non-ID software or hardware products; or (b) Subscriber's failure to properly maintain Subscriber's location and equipment on which the Licensed Software is installed or accessed. If ID determines that it is necessary to perform professional services for a problem caused by Subscriber, then ID will notify Subscriber thereof as soon as ID is aware of such error and, upon Subscriber's written request, ID will perform such professional services and invoice Subscriber at ID's then-current daily rates.
- 10.2. ID is not responsible for correcting any errors not reproducible by ID on unmodified Licensed Software or errors caused by:
- 10.2.1. Malfunction resulting from the Subscriber's use of the Licensed Software with other operating systems, equipment, accessories, environment or in any manner not specified in the Software Documentation;
 - 10.2.2. Malfunction resulting from changes to a customization, whether or not covered by this Agreement, by others than authorized personnel of ID;
 - 10.2.3. Malfunction from incorrect implementation of the Subscriber of an Update or new Version;
 - 10.2.4. Malfunction resulting from negligence on the part of the Subscriber, its personnel or a third party or as a result of other circumstances beyond the control of ID; and
 - 10.2.5. Other malfunctions caused by fault in products not developed by ID.
- 10.3. If ID is unable to reproduce any errors on unmodified Licensed Software installed at ID or at Subscriber's site via remote connectivity (e.g. VPN access), then ID will use commercially reasonable efforts to diagnose the errors at Subscriber's site, provided Subscriber pays ID's then-current professional services fees and reasonable travel-related expenses.

11. Open Source

- 11.1. ID hereby agrees to defend and indemnify every Open Source Contributor (Indemnified Contributor) against any losses, damages and costs (collectively Losses) arising from claims, lawsuits and other legal actions brought by a third party against the Indemnified Contributor to the extent caused by the acts or omissions of ID in direct connection to its development and distribution of the Program. The obligations in this section do not apply to any claims or losses relating to any actual or alleged intellectual property infringement. In order to qualify, an Indemnified Contributor must: a)

promptly notify ID in writing of such claim, and b) allow ID to control, and cooperate with ID in, the defense and any related settlement negotiations. The Indemnified Contributor may participate in any such claim at its own expense.

12. General

- 12.1. This Agreement is governed by Belgian Law. Any dispute concerning the validity, the interpretation or the performance of this Software License Agreement shall be brought before the competent courts of Antwerp (Belgium).
- 12.2. If any part of this Agreement is found invalid or not enforceable that part will be enforced to the maximum extent permitted by law and the remainder of this Agreement will remain in full force.
- 12.3. Subscriber acknowledges to have read this Agreement, understands it and agrees to be bound by its terms and conditions. Subscriber agrees that this document together with the Purchase Order represents the complete Agreement between the parties and that it supersedes all previous oral and written Agreements concerning the Licensed Software. If the Purchase Order contains aberrant information about a specific paragraph of this Agreement, then the Purchase Order specifications will apply for that specific paragraph.
- 12.4. This Subscription License Agreement fully describes the software license terms.

13. Notices

- 13.1. Use of the Commercial Features for any commercial or production purpose requires a separate license from Oracle. Commercial Features means those features identified Table 1-1 (Commercial Features In Java SE Product Editions) of the Java SE documentation accessible at <http://www.oracle.com/technetwork/java/javase/documentation/index.html>.